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Attorney for AAIM Care, LLC, Debtor.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In Re:)	
)	Case No. 22-30228-thp11
AAIM Care, LLC)	
)	MOTION TO EXTEND LEASE
)	ASSUMPTION DEADLINE AND
Debtor.)	TO ASSUME CERTAIN LEASES
)	IF NO RESPONSE FROM LESSOR

The Debtor, by and through its Attorney, Theodore Piteo, requests that the Court grant it an extension of 30 days to assume or reject the ground leases between the Debtor and its lessors, Palms 24, LLC, (the "Clackamas Lease"), for the building space located at 8740 SE Sunnybrook Blvd, Suite 300, Clackamas, OR 97015 and Gresham MP RK6, LLC (the "Gresham Lease"), for the building space located at 831 NW Council Dr., Gresham, OR 97030 and represents as follows:

1. Debtor filed its bankruptcy petition on February 14, 2022.
2. The Debtor filed a Motion to Extend the Time to Assume or Reject Lease on September 12, 2022 [E-Doc #181] as to the Clackamas Lease and the Gresham Lease pursuant to 11 U.S.C. 365(d)(4) for cause. Debtor plans to assume or reject the contract in its Plan.

3. On September 29, 2022, the Court entered an Order Granting debtors Motion to Extend Time to Assume or Reject Lease [E doc#200].
4. The Debtor is also engaged in settlement discussions with creditors towards a consensual plan, which may affect how the leases are treated. The Debtor needs additional time before making a decision on the leases to accommodate these settlement discussions.
5. Prior to confirming its Plan and settlement negotiations, Debtor would like to maintain its Gresham Lease and Clackamas Lease to protect its ongoing cash flow and allow for other potential settlement options.
6. Debtor requests an additional Thirty (30) days extension of time to accept or reject the Lease. If granted, the Debtor will assume or reject the Lease no later than January 12, 2023.
7. On December 11, 2022, Debtor obtained the consent of Palms24, LLC to a 30-day extension. Debtor has been unable to connect with the attorney for the Gresham Lease and has not yet received consent to extend that assumption deadline.
8. Debtor asserts it hopefully can obtain agreement for an extension of the Gresham Lease, but in the event the Gresham Lessor's attorney does not return the Debtor's communications, then Debtor will assume the Gresham Lease prior to confirmation of the Plan.
9. To assume a lease, the Debtor must cure any arrearages in the lease upon assumption or otherwise assure future cure of the lease shortly after assumption. See 11 U.S.C. 365(b)(1)

10. The Gresham Lease Creditor entered into a Second Amendment to the original Lease with Debtor on March 8, 2021, which incorporated certain outstanding rent amounts due to Covid related difficulties. See Proof of Claim #7 Pg. 92. That Second Amendment provided that Debtor could make an additional rental payment of \$489.75, in addition to the normal monthly rent, to cure that arrearage through August 2029. *Id.* Debtor asserts it has continued to make that additional rent payment since the date of filing and is current with its rent payments. As a result, Debtor believes it can assume this lease, as amended, without tendering the amount listed in Claim 7 immediately. Further, Debtor believes any assertion of default of the Second Amendment to the original Lease, and subsequent acceleration of the past due amount, was a result of the Debtor filing a bankruptcy, which is excusable and not subject to the immediate cure provisions of 365(b)(1). See 11 U.S.C. § 365(b)(2)(B).

11. Debtor therefore requests that the Court extend the lease assumption deadline for both leases or, in the alternative, allow the Debtor to assume the current Gresham Lease as amended prior to confirmation of a Plan.

WHEREFORE, based upon the foregoing and as provided under the Local Bankruptcy Rules, the Debtor moves the Court for an Order granting the Motion for Extension of Time to Assume or Reject a Lease to no later than January 12, 2023

Dated this 12th day of December 2022

Respectfully Moved By:

/s/ Theodore J. Piteo
Theodore J. Piteo, OSB # 090311
Of Attorneys for Debtors.

In re **AAIM Care, LLC**

Case No. **22-30228-thp11**

CERTIFICATE OF SERVICE

I hereby certify that on December 13, 2022, I served the foregoing “**Motion to Extend Lease Assumption Deadline or to Assume Certain Leases**” on the following parties by mailing to each at the address below in a sealed envelope, with postage prepaid, and deposited in the United States Post Office:

AAIM Care, LLC – via electronic E-Mail

I further certify that the following person(s) will be served electronically via ECF when the foregoing document is filed with the court:

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/s/ Jackie Zielke
Bankruptcy Paralegal to
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Of Attorneys for Debtors